

US EPA ARCHIVE DOCUMENT



**FW: Garvey Elevator - revised access agreement**

Rittgers, Alan o Brian Zurbuchen

05/12/2010 02:00 PM

From: [REDACTED] <[REDACTED]@hgl.com>  
To: Brian Zurbuchen/SUPR/R7/USEPA/US@EPA

Brian,  
Attached is the signed City of Hastings access agreement for you files.

Alan

**From:** Kim Jacobitz [mailto:kjacobitz@cityofhastings.org]  
**Sent:** Wednesday, May 12, 2010 10:53 AM  
**To:** [REDACTED]  
**Subject:** FW: Garvey Elevator - revised access agreement

Attached to this email is an executed Access Agreement for the remedial investigation at the Garvey Elevator Site, as per your email request on May 11, 2010. If you have any questions, please contact David Wacker.

**Kim Jacobitz**  
**Executive Secretary**  
**Engineering Dept.**  
**City of Hastings**

**220 North Hastings Ave.**  
**Hastings, Nebraska 68901**  
**P 402.461.2330 I F 402.462.7125**  
**www.cityofhastings.org**

**Email: [kjacobitz@cityofhastings.org](mailto:kjacobitz@cityofhastings.org)**

**From:** [REDACTED] [mailto:[REDACTED]@hgl.com]  
**Sent:** Tuesday, May 11, 2010 9:22 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]; Zurbuchen.Brian@epamail.epa.gov; [REDACTED]  
**Subject:** Garvey Elevator - revised access agreement

Mr. [REDACTED]  
Based on discussions with the EPA and the City of Hastings, please find the revised access agreement for monitoring well installation. The general location of the proposed well cluster is in the former railroad bed extending southeast of Showboat Blvd. between J Street and Idlewild

Rd (approximately 3,200 feet southeast of Showboat). The purpose of the monitoring wells is to monitor the groundwater as part of the ongoing Remedial Investigation at the Garvey Elevator site.

If the agreement is acceptable, please return a signed copy of the agreement to me by email or postal service. HGL would like to access the property as soon as possible to continue our ongoing field activities this week, and, if acceptable to the City, will work with verbal approval of the access agreement. We appreciate the City's willingness to work with us on this investigation and thank you for your responsiveness to our request. If you have any questions, please contact me.

With regards,

  
Senior Project Manager

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**HydroGeologic, Inc.**  
6340 Glenwood, Suite 200, Building #7  
Overland Park, KS 66202  
Office: 913-317-8860, Fax: 913-317-8868  
Direct: 913-647-2541, Mobile: 913-488-3532

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message from your system. 2010-05-12 HGL Access Agreement Remedial Invest Garvey Elevator Site.pdf



# HGL

HydroGeoLogic, Inc

Exceeding Expectations

*Kansas City Operations*

May 11, 2010

Mr. David L. Wacker P.E.  
Director of Public Works  
City of Hastings, Nebraska  
220 N Hastings Ave  
Hastings NE 68902

VIA: Electronic mail

RE: City property access for the Remedial Investigation at the  
Garvey Elevator Site, Hastings, Nebraska.

Dear Mr. Wacker:

HydroGeoLogic, Inc. (HGL) on behalf of the U.S. Environmental Protection Agency (EPA) is requesting access to city of Hastings property for the purposes of installing two nested monitoring wells, groundwater monitoring well sampling, land surveying, and hydrogeological testing. These monitoring wells are part of the ongoing Remedial Investigation (RI) for the Garvey Elevator Site in Hastings, Nebraska. The area for which HGL is requesting access is a parcel of land located in the NE ¼ of the SW ¼ of Section 21, T7N, R9W, approximately 2635 feet east of Showboat Blvd. and approximately 2500 feet north of Idlewild Road. This proposed well cluster location is in the former St. Joseph and Grand Island Railway Company railroad bed east of Showboat Blvd.

The nested wells will be placed in close proximity to each other and each will be installed with a 2-foot by 2-foot concrete pad, stickup protective security casing, and four protective bollards. The well installation and development will take approximately 4 days to complete. HGL, EPA, and local surveying personnel need to periodically access the wells for the purposes mentioned above. Please note that all required utility clearances will be performed by the appropriate utilities, and documented by HGL, for each of the boring locations

Attached to this letter are:

- A figure depicting the approximate location of the proposed wells. The proposed location will be adjusted based on the locations of existing utilities and city requirements.
- A photograph showing a typical stickup well completion, and
- An access agreement form, which has been revised based on City of Hastings comments.

HGL requests your review of the proposed well locations and, if satisfactory, that the access agreement be signed and returned at your earliest convenience. If necessary, HGL will meet a city representative at the location at a time convenient for the city. Please contact me at 913-317-8860 to discuss any questions or concerns.

Sincerely,

[Redacted Signature]

[Redacted Name], P.G.  
HGL [Redacted]

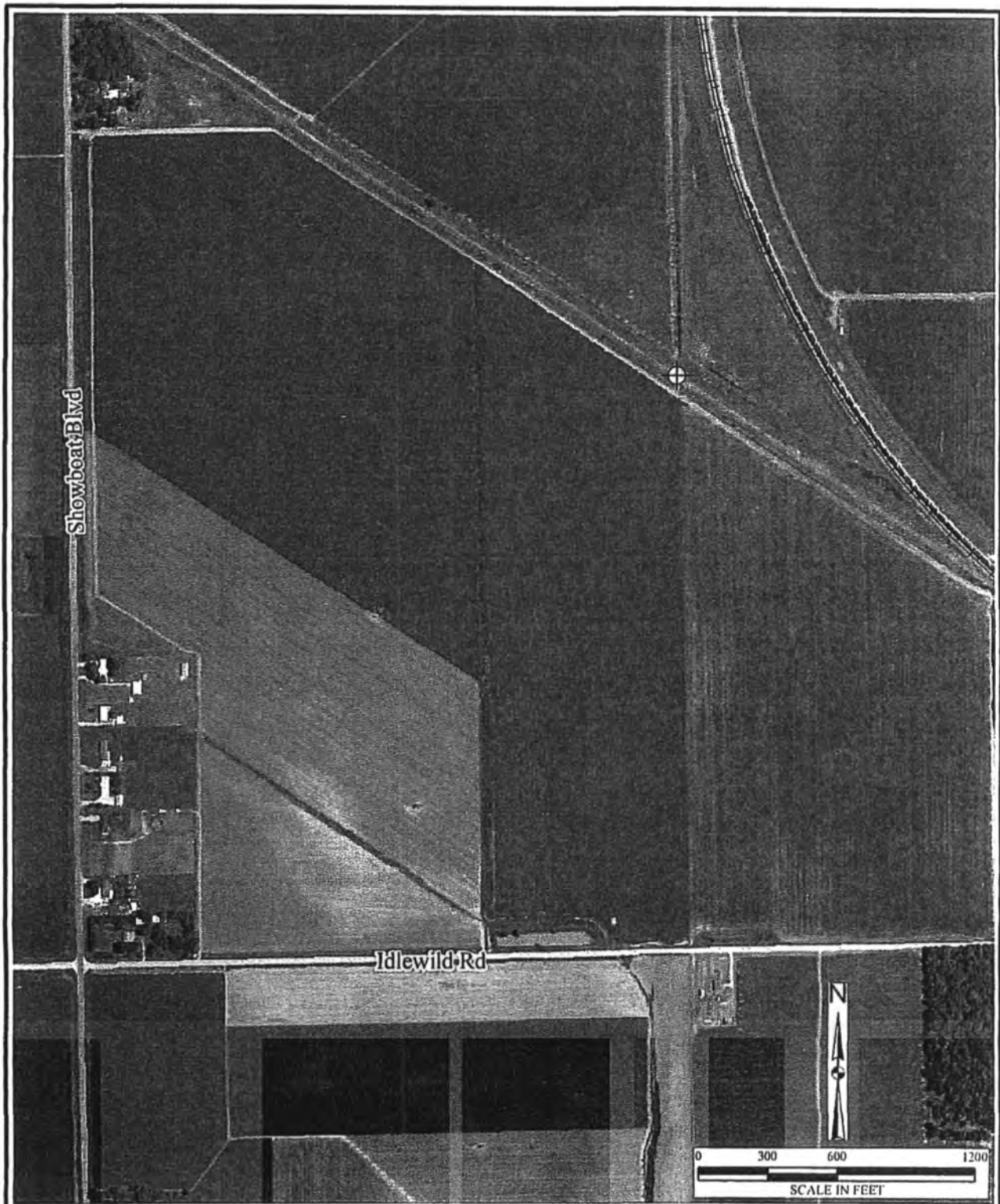
Enclosures

CC: Dr. Brian Zurbuchen, USEPA Region 7

6340 Glenwood, Suite 200, Building #7, Overland Park, KS 66202

Phone: (913) 317-8860 Fax: (913) 317-8868

www.hgl.com



Filename: X:/EPA009/Garvey/Property\_Maps/  
 Proposed\_Well\_Location.mxd  
 Project: EP9034.01.22 02 01  
 Revised: 04/30/10 CV  
 Source: HGL Database, Nebraska DNR



#### Legend



New Monitoring Well

**Parcel Showboat Blvd**  
**Well Location Map**





**CONSENT TO ACCESS FOR EPA  
ENVIRONMENTAL RESPONSE ACTION**

**RIGHT of ENTRY** The undersigned, **Property Owner** ("Grantor"), hereby knowingly consents to and permits the United States Environmental Protection Agency ("EPA" or "Grantee") and its employees, authorized representatives, agents and contractors to enter upon and perform certain activities at the property owned by Grantor and described in Exhibit A ("Property"). Grantor understands that this grant of consent does not limit EPA's right of access under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601-9675, or any other law.

**PURPOSE OF ACCESS** Pursuant to Section 104(e) of CERCLA, 42 U.S.C. §9604(e), and consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R Part 300, EPA has requested that Grantor allow EPA and its employees and representatives access to the Property for the purpose of investigating and/or responding to a release of hazardous substances, pollutants and/or contaminants associated with the Garvey Elevator Superfund site ("Site").

**ENVIRONMENTAL RESPONSE ACTIONS TO BE TAKEN** The planned environmental response actions to be taken at the Property include:

- Installation of two monitoring wells at one location; both wells will have 2-foot by 2-foot concrete pad, stickup protective casing and four protective bollards.
- Surveying of the monitoring well locations for elevation and coordinates;
- Collection of water level measurements and water samples from the permanent monitoring well(s);
- Collection of geophysical and hydrogeological subsurface information using the permanent monitoring well(s).

**TERM OF AGREEMENT** This Consent to Access will be effective beginning May 11, 2010, and will extend for 30 years.

**AGREEMENT NOT TO INTERFERE** Grantor agrees not to interfere with any of the activities undertaken by EPA at the Property, tamper with any property that EPA may bring on to or add to the Site, which includes the Property, or take any actions regarding the use of the Property which may endanger human or welfare or the environment, or allow others to use the Property in such manner during the term of this Consent. Grantor agrees to provide notice and a copy of this agreement to prospective purchasers, lessee, assigns, or grantees of the Property or any portion of it. Grantor agrees to provide 30 day notice to EPA prior to any transfer of ownership rights to the Property.

**RESTORATION OF PROPERTY.** Upon the completion of the activities authorized by this Consent to Access, EPA agrees that reasonable measures will be taken to leave the Property in a condition reasonably similar to the condition the Property was in immediately prior to entry, including but not limited to, abandonment of any wells constructed by or on behalf of the Grantee in accordance with applicable federal, state, and local laws, regulations, policies and



procedures.

**LIMITATION OF LIABILITY.** EPA shall be liable for damages to the Property or injuries to persons which result from or are caused by the activities on the Property only to the extent provided under the Federal Tort Claims Act, and the Federal Employees Compensation Act (28 U.S.C. Section 2671, et seq., 5 U.S.C. Section 8101, et seq., and 31 U.S.C. Section 3701, et seq.). Nothing in this Agreement shall be construed to transfer title of any Property interest at the Site from Grantor to EPA. In addition, nothing in this Agreement is intended nor shall it be construed to absolve Grantor of any claims or rights that EPA or any other governmental entity may have against Grantor with respect to the Site.

The undersigned Grantor has read this Consent to Access and understands that it grants permission to the EPA, its employees, authorized representatives, agents and contractors to enter the above-described Property and perform certain activities for purposes of conducting the aforementioned environmental response actions and agrees to its terms and conditions. The undersigned Grantor certifies that he or she is fully authorized to enter into this Consent to Access, and legally bind Grantor to all terms and conditions of this agreement.

GRANTOR:

David L. Wacker      5/12/2010  
SIGNATURE      DATE

David L. Wacker, P.E.  
NAME (type or print)

City Engineer/Public Works Director  
TITLE (type or print)

## **EXHIBIT A**

### **Description of the "Property"**

Property is located approximately 2635 feet east of Showboat Blvd. and 2500 feet north of Idlewild Rd. in the NE ¼ of the SW ¼ of Section 21, Township 7 North, Range 9 West, Adams County, Nebraska.

The legal description of the property, as described in the Quitclaim Deed:

Parcel No. 15

A tract of land located in the NW ¼ and the SW ¼ of Section 21, Township 7 North, Range 9 West of the Sixth Principal Meridian in Adams County Nebraska, more particularly described as follows:

Referring to the northwest corner of said NW ¼;

Thence South 00° 04' 34" West (Nebraska State Plane Grid Bearings, North American 1983 Datum, 1995 Adjustment), a distance of 997.60 feet, on the west line of said NW ¼ to the POINT OF BEGINNING;

Thence south 55° 58' 07" East, a distance of 3,183.56 feet, on the north right of way line of the St. Joseph & Grand Island Railway Company;

Thence South 00° 00' 04" West, a distance of 120.66 feet, on the east line of said SW ¼;

Thence North 55° 58' 07" West, a distance of 3,183.75 feet, on the south right of way line of said Railroad Company;

Thence North 00° 04' 34" East, a distance of 120.56 feet, to the POINT OF BEGINNING.

Well locations are not exact, but in general are to be positioned similar to as shown in the figure.